

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MOVING SERVICES (NIGP 96256)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 24, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Maxine Thorpe, Assessor
Michele Donnelly, MCAO
Steve Ellis, MIHS Health System
Patty Duncan, Human Resources
Barbara Frerichs, Recorder
Jim Baker, MCDOT
Valerie Chavez, Facilities Management
Sharon Tohtsoni, Materials Management

(Please remove Serial 98087-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **MOVING SERVICES (NIGP 96256)**

1.0 INTENT:

To provide Moving Services within Maricopa County Departments for relocation of furniture, fixtures and supplies and other items on an as required basis.

2.0 TECHNICAL SPECIFICATIONS:

2.1 SCOPE:

Contractor shall provide all labor, equipment and materials required for relocation of furniture, fixtures and supplies and other items within the County in accordance with the following specifications:

- 2.1.1 Moves may or may not include packing, crating, and/or disassembly. The Contractor will supply packing materials at bid prices in attached PRICE SCHEDULE.
- 2.1.2 The hourly rates listed in the attached PRICE SCHEDULE shall apply from the time of arrival at the designated location from which the move begins until satisfactory completion of the move, as determined by the using department director or his designated representative, plus one hour travel time. Actual time charged to be in quarter hour increments.
- 2.1.3 Contractor will provide a written estimate to the using department director or his designated representative, prior to approval of each move. The written quote for the move shall not exceed 10% of the written estimates.

2.2 SPECIAL CONDITIONS:

- 2.2.1 Personal items will not be moved.
- 2.2.2 All of contractor's personnel must be bonded.
- 2.2.3 County reserves right to consolidate moves through prior scheduling.
- 2.2.4 Contractor will be given a purchase order number for each move and this number must appear on Contractor's invoice.

2.3 COUNTY DEPARTMENTS RESPONSIBILITIES:

All County Departments using this contract are responsible for all preparation, execution and coordination of their own moves.

- 2.3.1 All departments using this contract will be responsible to assign 1 person to be their move coordinator to work with the vendor during the entire move. This person shall be responsible for all communications and instruction to the vendor. (Departments with recurring move requirements may elect to have an overall move coordinator and appoint individual project managers for more complex or high visibility requirements.)
- 2.3.2 At least four (4) weeks prior to the move date for planning purposes. The department move coordinator, shall meet with the vendor's move coordinator. At this time they should evaluate the move requirements, preparation, and time table. A firm date for a move should be given two (2) weeks prior to the move. Department should determine if Insurance in excess of 3.5.2 is required for the move at this time.

The vendor may be called upon to perform a “Short Notice Move” which by definition, would be a move that takes place within 5 working days of vendor notification. If the vendor’s schedule can not accommodate such a move during normal business hours, the vendor may offer County departments the option of moving during off business hours. The vendor must inform the requesting department of pricing differentials for such “Short Notice Moves” and off hour moves.

- 2.3.3 The department move coordinator should instruct all department personnel on move preparation packing for the move.
- 2.3.4 The department move coordinator should be present and on site during the move to coordinate with the vendor and resolve all problems as they arise.
- 2.3.5 Within 1 week of the move the department move coordinator will be responsible to have a non-stock requisition prepared and forwarded to Materials Management for the total dollar amount of the move. Exceptions to this are departmetns that use the P-card.
- 2.3.6 All damages shall be documented on a form provided by the vendor. Vendor will not be paid until all damage issues are resolved.
- 2.3.7 For items that must be moved from County Agencies to County Surplus, the Agency is required to use form 7730 1810 for assets being returned to the surplus warehouse for disposal or sale. It is the department responsibility to coordinate the move of surplus materials between the vendor and surplus receiving.

2.4 VENDOR RESPONSIBILITIES:

- 2.4.1 Vendor must assign 1 person for the term of the contract, who will be the Maricopa County Moving Contract Representative, to estimate, coordinate, and work with County representative for all moves.
- 2.4.2 The vendor representative will be responsible for providing written estimates to all County departments for moves. Estimates must include:
 - 2.4.2.1 Access/egress routes
 - 2.4.2.2 Elevator use
 - 2.4.2.3 Work time table
 - 2.4.2.4 Items/equipment not to be moved by the vendor due to warranty etc.
 - 2.4.2.5 List of materials needed (boxes, tape, wrapping paper, etc.).
- 2.4.3 The vendor representative will be responsible for coordinating, with each department move coordinator, on move preparation, instructions, and any other needed assistance.
- 2.4.4 The vendor representative will be required to be on site or available by phone for all moves, to resolve any problems and provide advice during the move.

2.5 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.7 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.2.4 Inland Marine Coverage: (Valuation Protection). A certificate of insurance evidencing insurance coverage of property owned by Maricopa County for Damage on full replacement cost value and "all risk" basis. (\$50,000.00 Blanket coverage required.)

3.5.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

BILL THORNTON, PROCUREMENT CONSULTANT, 602-506-3248
(bthornto@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

VALERIE CHAVEZ, FACILITIES MANAGEMENT, 602-506-8975

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON AUGUST 5, 2003 AT 10:00 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

ABC MOVING INC, 3326 E WIER AVENUE, PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP

WHEN PAYING WITH A PROCUREMENT CARD? X YES NO

INTERNET ORDERING CAPABILITY: YES X NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

S042101/B0602610/NIGP96256

PRICING

1.0 LABOR CHARGES:

	8am-5pm Mon-Friday:	All other hrs:	Short notice move within 5 days of notification:
1.1 Truck and Driver:**	<u>\$30.00/hr</u>	<u>\$45.00/hr</u>	<u>\$30.00/hr</u>
1.2 Laborer:*	<u>\$15.00/hr</u>	<u>\$22.50/hr</u>	<u>\$15.00/hr</u>
1.3 Forklift and Driver:**	<u>\$40.00/hr</u>	<u>\$60.00/hr</u>	<u>\$40.00/hr</u>

***Per hour charge for laborer(s) includes the use of hand trucks, tools, dollies, and any equipment required other than powered truck(s) and/or forklifts.**

****Per hour charge to remain the same regardless of truck or forklift size. Contractor shall use an appropriate size truck or forklift and sufficient number of 4 wheel dollies, rolling carts, etc., to expedite the move and minimize the number of hours for transport.**

2.0 PACKING MATERIALS

2.1 Book Cartons:	<u>\$.90 /ea</u>
2.2 Box, Disk Pak:	<u>\$ 3.50 /ea</u>
2.3 Box, 3 cu. ft.:	<u>\$ 1.10 /ea</u>
2.4 Box, 4.5 cu. ft.:	<u>\$ 1.80 /ea</u>
2.5 Tape:	<u>\$ 1.10 /roll</u>
2.6 Wrapping Paper:	<u>\$.75 /lb</u>
2.7 Labels:	<u>\$ 2.00 /hundred</u>

ABC MOVING INC, 3326 E WIER AVENUE, PHOENIX, AZ 85040

3.0 Storage Charges

- 3.1 Per 4 X 4 Pallet: \$ 6.00 /mo
- 3.2 Per square foot: \$.45 /mo
- 3.2 er vault (5x7x7 approx.): \$ 25.00 /mo
- 3.3 Overnight in trailer/truck: \$.00 /night

4.0 Valuation Protection

- 4.1 In addition to standard coverage at the option of using department: \$ 5.00 /thousand coverage

Terms: 2% 10 DAYS NET 30

Federal Tax ID Number: 86-0627303

Vendor Number: 860627303

Telephone Number: 602/254-7181

Fax Number: 602/243-0123

Contact Person: Daniel Lamas

E-mail Address: dlamas@abcphx.com

Company Web Site: www.alliedagent.com/abc/

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2006**.